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15 MINIMALLY INVASIVE SURGICAL ASSOCIATION  
16

17 UNITED STATES DISTRICT COURT  
18 CENTRAL DISTRICT OF CALIFORNIA

19 NATALIE GOMEZ, ADVANCED  
20 WEIGHT LOSS SURGICAL  
ASSOCIATION, MINIMALLY  
21 INVASIVE SURGICAL  
ASSOCIATION

22 Plaintiffs,  
23

24 v.  
25 SENIOR OPERATIONS, LLC and  
DOES 1-10,  
26

Defendant.

Case No.: 2:23-cv-10135-CBM-BFM  
Judge: *Consuelo B. Marshall*  
Magistrate Judge:  
*Brianna Fuller Mircheff*

STIPULATED PROTECTIVE  
ORDER<sup>1</sup>

27  
28 <sup>1</sup> This Stipulated Protective Order is based on the model protective order provided  
under Magistrate Judge Brianna Fuller Mircheff's Procedures.

1     1. INTRODUCTION

2         1.1 PURPOSES AND LIMITATIONS

3             Discovery in this action will involve the production of confidential,  
4             proprietary or private information for which special protection from public  
5             disclosure and from use for any purpose other than prosecuting this litigation may  
6             be warranted. Accordingly, Plaintiffs Natalie Gomez, Advanced Weight Loss  
7             Surgical Association, and Minimally Invasive Surgical Association (“Plaintiffs”)  
8             and Defendant Aetna Life Insurance Company (“Defendant”) (Plaintiffs and  
9             Defendant are collectively referred to herein as the “Parties”) hereby stipulate to and  
10            petition the Court to enter the following Stipulated Protective Order. This  
11            Protective Order shall govern any record of information produced in this action and  
12            designated pursuant to this Protective Order, including all designated deposition  
13            testimony, all designated testimony taken at a hearing or other proceeding, all  
14            designated deposition exhibits, interrogatory answers, admissions, documents and  
15            other discovery materials, whether produced informally or in response to  
16            interrogatories, requests for admissions, requests for production of documents or  
17            other formal methods of discovery.

18             This Protective Order shall also govern any designated record of information  
19             produced in this action pursuant to required disclosures under any federal procedural  
20            rule or local rule of the Court and any supplementary disclosures thereto.

21             This Protective Order shall apply to the Parties and to any nonparty from  
22            whom discovery may be sought who desires the protection of this Protective Order.

23             The Parties further acknowledge, as set forth in Section 12.3, below, that this  
24            Stipulated Protective Order does not entitle them to file confidential information  
25            under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed  
26            and the standards that will be applied when a party seeks permission from the court  
27            to file material under seal.

28             ///

1           1.2    GOOD CAUSE STATEMENT

2           This action arises out of a dispute between Plaintiffs and Defendant regarding  
3 payment for medical services rendered by Plaintiffs Advanced Weight Loss Surgical  
4 Association and Minimally Invasive Surgical Association to Plaintiff Natalie Gomez  
5 (“Plaintiff Gomez”), who was enrolled in a health care plan insured and  
6 administered by Defendant. Discovery in this action will involve the disclosure of  
7 private information of Plaintiff Gomez, including personal health information and  
8 information regarding the medical services provided, trade secrets, and other  
9 valuable commercial, financial, technical and/or proprietary information for which  
10 special protection from public disclosure and from use for any purpose other than  
11 prosecution of this action is warranted. Such confidential and proprietary materials  
12 and information includes, among other things, confidential business or financial  
13 information, information regarding confidential business practices, information  
14 implicating privacy rights of third parties, information otherwise generally  
15 unavailable to the public, or which may be privileged or otherwise protected from  
16 disclosure under state or federal statutes, court rules, case decisions, or common  
17 law.

18           Accordingly, to expedite the flow of information, to facilitate the prompt  
19 resolution of disputes over confidentiality of discovery materials, to adequately  
20 protect information the Parties are entitled to keep confidential, to ensure that the  
21 Parties are permitted reasonable necessary uses of such material in preparation for  
22 and in the conduct of trial, to address their handling at the end of the litigation, and  
23 serve the ends of justice, a protective order for such information is justified in this  
24 matter. It is the intent of the Parties that information will not be designated as  
25 confidential for tactical reasons and that nothing will be so designated without a  
26 good faith belief that it has been maintained in a confidential, non-public manner,  
27 and there is good cause why it should not be part of the public record of this case.

28           ///

1       2. DEFINITIONS

2       2.1 Action: *Natalie Gomez, et al. v. Senior Operation, LLC*, Central  
3       District of California, Case No. 2:23-cv-03889-CBM-BFMx.

4       2.2 Challenging Party: a Party or Non-Party that challenges the  
5       designation of information or items under this Order.

6       2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
7       how it is generated, stored or maintained) or tangible things that qualify for  
8       protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
9       the Good Cause Statement.

10       The term Confidential Information shall include confidential or proprietary  
11       technical, scientific, financial, business, health, or medical information designated as  
12       “CONFIDENTIAL” by the producing party.

13       The term “Confidential Health Information” shall constitute a subset of  
14       Confidential Information, and shall be designated as “CONFIDENTIAL” and  
15       subject to all other terms and conditions governing the treatment of Confidential  
16       Information. Confidential Health Information shall mean information supplied in  
17       any form, or any portion thereof, that identifies an individual or subscriber in any  
18       manner and relates to the past, present, or future care, services, or supplies relating  
19       to the physical or mental health or condition of such individual or subscriber, the  
20       provision of health care to such individual or subscriber, or the past, present, or  
21       future payment for the provision of health care to such individual or subscriber.  
22       Confidential Health Information shall include, but is not limited to, claim data,  
23       claim forms, grievances, appeals, or other documents or records that contain any  
24       patient health information required to be kept confidential under any state or federal  
25       law, including 45 C.F.R. Parts 160 and 164 promulgated pursuant to the Health  
26       Insurance Portability and Accountability Act of 1996 (see 45 C.F.R. §§ 164.501 &  
27       160.103), and the following subscriber, patient, or member identifiers:

28       a.       names;

- 1        b.     all geographic subdivisions smaller than a State, including street  
2              address, city, county, precinct, and zip code;
- 3        c.     all elements of dates (except year) for dates directly related to an  
4              individual, including birth date, admission date, discharge date, age, and date  
5              of death;
- 6        d.     telephone numbers;
- 7        e.     fax numbers;
- 8        f.     electronic mail addresses;
- 9        g.     social security numbers;
- 10       h.     medical record numbers;
- 11       i.     health plan beneficiary numbers;
- 12       j.     account numbers;
- 13       k.     certificate/license numbers;
- 14       l.     vehicle identifiers and serial numbers, including license plate numbers;
- 15       m.     device identifiers and serial numbers;
- 16       n.     web universal resource locators (“URLs”);
- 17       o.     internet protocol (“IP”) address numbers;
- 18       p.     biometric identifiers, including finger and voice prints;
- 19       q.     full face photographic images and any comparable images; and/or
- 20       r.     any other unique identifying number, characteristic, or code.

21       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
22              their support staff).

23       2.5 Designating Party: a Party or Non-Party that designates information or  
24              items that it produces in disclosures or in responses to discovery as  
25              “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

26       2.6 Disclosure or Discovery Material: all items or information, regardless  
27              of the medium or manner in which it is generated, stored, or maintained (including,  
28              among other things, testimony, transcripts, and tangible things) that are produced or

1 generated in disclosures or responses to discovery in this matter.

2       2.7    Expert: a person with specialized knowledge or experience in a matter  
3 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
4 an expert witness or as a consultant in this Action.

5       2.8    House Counsel: attorneys who are employees of a Party to this Action.  
6 House Counsel does not include Outside Counsel of Record or any other outside  
7 counsel.

8       2.9    Non-Party: any natural person, partnership, corporation, association or  
9 other legal entity not named as a Party to this action.

10      2.10   Outside Counsel of Record: attorneys who are not employees of a  
11 Party to this Action but are retained to represent or advise a Party to this Action and  
12 have appeared in this Action on behalf of that Party or are affiliated with a law firm  
13 that has appeared on behalf of that Party, and includes support staff.

14      2.11   Party: any Party to this Action, including all of its officers, directors,  
15 employees, consultants, retained experts, and Outside Counsel of Record (and their  
16 support staffs).

17      2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
18 Discovery Material in this Action.

19      2.13   Professional Vendors: persons or entities that provide litigation  
20 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
21 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
22 and their employees and subcontractors.

23      2.14   Protected Material: any Disclosure or Discovery Material that is  
24 designated as “CONFIDENTIAL” or “CONFIDENTIAL-ATTORNEYS’ EYES  
25 ONLY.”

26      2.15   Receiving Party: a Party that receives Disclosure or Discovery  
27 Material from a Producing Party.

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1       3. SCOPE

2              The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7              Any use of Protected Material at trial shall be governed by the orders of the  
8 trial judge. This Order does not govern the use of Protected Material at trial.  
9

10       4. DURATION

11              Once a case proceeds to trial, information that was designated as  
12 CONFIDENTIAL or maintained pursuant to this protective order used or introduced  
13 as an exhibit at trial becomes public and will be presumptively available to all  
14 members of the public, including the press, unless compelling reasons supported by  
15 specific factual findings to proceed otherwise are made to the trial judge in advance  
16 of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause”  
17 showing for sealing documents produced in discovery from “compelling reasons”  
18 standard when merits-related documents are part of court record). Accordingly, the  
19 terms of this protective order do not extend beyond the commencement of the trial.  
20

21       5. DESIGNATING PROTECTED MATERIAL

22            5.1 Exercise of Restraint and Care in Designating Material for Protection.

23              Each Party or Non-Party that designates information or items for protection  
24 under this Order must take care to limit any such designation to specific material  
25 that qualifies under the appropriate standards. The Designating Party must  
26 designate for protection only those parts of material, documents, items or oral or  
27 written communications that qualify so that other portions of the material,  
28 documents, items or communications for which protection is not warranted are not

1       swept unjustifiably within the ambit of this Order.

2           Mass, indiscriminate or routinized designations are prohibited. Designations  
3       that are shown to be clearly unjustified or that have been made for an improper  
4       purpose (e.g., to unnecessarily encumber the case development process or to impose  
5       unnecessary expenses and burdens on other parties) may expose the Designating  
6       Party to sanctions.

7           If it comes to a Designating Party's attention that information or items that it  
8       designated for protection do not qualify for protection, that Designating Party must  
9       promptly notify all other Parties that it is withdrawing the inapplicable designation.

10          5.2    Manner and Timing of Designations. Except as otherwise provided in  
11       this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise  
12       stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
13       under this Order must be clearly so designated before the material is disclosed or  
14       produced.

15           Designation in conformity with this Order requires:

16              (a) for information in documentary form (*e.g.*, paper or electronic  
17       documents, but excluding transcripts of depositions or other pretrial or trial  
18       proceedings), that the Producing Party affix at a minimum, the legend  
19       “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
20       contains protected material, including Confidential Health Information. If only a  
21       portion of the material on a page qualifies for protection, the Producing Party also  
22       must clearly identify the protected portion(s) (*e.g.*, by making appropriate markings  
23       in the margins).

24           A Party or Non-Party that makes original documents available for inspection  
25       need not designate them for protection until after the inspecting Party has indicated  
26       which documents it would like copied and produced. During the inspection and  
27       before the designation, all of the material made available for inspection shall be  
28       deemed “CONFIDENTIAL.” After the inspecting Party has identified the

1 documents it wants copied and produced, the Producing Party must determine which  
2 documents, or portions thereof, qualify for protection under this Order. Then,  
3 before producing the specified documents, the Producing Party must affix the  
4 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
5 portion of the material on a page qualifies for protection, the Producing Party also  
6 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
7 in the margins).

8                         (b) for testimony given in depositions that the Designating Party identifies  
9 the Disclosure or Discovery Material on the record, before the close of the  
10 deposition all protected testimony.

11                         (c) for information produced in some form other than documentary and  
12 for any other tangible items, that the Producing Party affix in a prominent place on  
13 the exterior of the container or containers in which the information is stored the  
14 legend “CONFIDENTIAL.” If only a portion or portions of the information  
15 warrants protection, the Producing Party, to the extent practicable, shall identify the  
16 protected portion(s).

17                         (d) for information disclosed at a hearing or trial that the Designating  
18 Party requests the Judge, at the time the information is proffered or adduced, to  
19 receive the information only in the presence of those persons designated to receive  
20 such information and Court personnel, and to designate the transcript appropriately.

21                         A Party may also designate Confidential Information as “CONFIDENTIAL -  
22 ATTORNEYS’ EYES ONLY.” Confidential Information marked as  
23 “CONFIDENTIAL - ATTORNEYS’ EYES ONLY” may be used solely for the  
24 purpose of conducting this Litigation and not for any other purpose whatsoever.  
25 The parties may designate Confidential Information as “CONFIDENTIAL -  
26 ATTORNEYS’ EYES ONLY” in the same manner set forth above with an added  
27 reference to “ATTORNEYS’ EYES ONLY.” Information designated  
28 “CONFIDENTIAL—ATTORNEYS’ EYES ONLY” may be viewed by, copied by,

1 exhibited to, or disclosed to only the persons described in Paragraph 7.2(a), (d), (i),  
2 and (j) and Retained Experts and Consultants, all subject to the requirements of  
3 Paragraph 7.1. “Retained Experts and Consultants” means third party experts or  
4 consultants actually retained by a party, and does not include purely percipient  
5 experts or party employees.

6       5.3     Inadvertent Failures to Designate. If timely corrected, an inadvertent  
7 failure to designate qualified information or items does not, standing alone, waive  
8 the Designating Party’s right to secure protection under this Order for such material.  
9 Upon timely correction of a designation, the Receiving Party must make reasonable  
10 efforts to assure that the material is treated in accordance with the provisions of this  
11 Order.

12  
13       6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

14       6.1     Timing of Challenges. Any Party or Non-Party may challenge a  
15 designation of confidentiality at any time that is consistent with the Court’s  
16 Scheduling Order.

17       6.2     Meet and Confer. The Challenging Party shall initiate the dispute  
18 resolution process under Local Rule 37.1 et seq.

19       6.3     The burden of persuasion in any such challenge proceeding shall be on  
20 the Designating Party. Frivolous challenges, and those made for an improper  
21 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
22 parties) may expose the Challenging Party to sanctions. Unless the Designating  
23 Party has waived or withdrawn the confidentiality designation, all parties shall  
24 continue to afford the material in question the level of protection to which it is  
25 entitled under the Producing Party’s designation until the Court rules on the  
26 challenge.

27       ///  
28       ///

1      7. ACCESS TO AND USE OF PROTECTED MATERIAL

2      7.1 Basic Principles. A Receiving Party may use Protected Material that is  
3 disclosed or produced by another Party or by a Non-Party in connection with this  
4 Action only for prosecuting, defending or attempting to settle this Action and for no  
5 other action. A Receiving Party shall hold such information received from the  
6 disclosing Party in confidence, shall not use it for any business or other commercial  
7 purpose, shall not use it for filing or prosecuting any patent application (of any type)  
8 or patent reissue or reexamination request, and shall not disclose it to any person,  
9 except as hereinafter provided. Such Protected Material may be disclosed only to  
10 the categories of persons and under the conditions described in this Order. When  
11 the Action has been terminated, a Receiving Party must comply with the provisions  
12 of section 13 below (FINAL DISPOSITION).

13     All documents, including attorney notes and abstracts, which contain another  
14 party's Confidential Information, shall be handled as if they were designated  
15 pursuant to paragraph 5.

16     Protected Material must be stored and maintained by a Receiving Party at a  
17 location and in a secure manner that ensures that access is limited to the persons  
18 authorized under this Order.

19     7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
20 otherwise ordered by the court or permitted in writing by the Designating Party, a  
21 Receiving Party may disclose any information or item designated  
22 "CONFIDENTIAL" only to:

23        (a) the Receiving Party's Outside Counsel of Record in this Action, as  
24 well as employees of said Outside Counsel of Record (excluding experts and  
25 investigators) to whom it is reasonably necessary to disclose the information for this  
26 Action;

27        (b) the officers, directors, and employees (including House Counsel) of  
28 the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order;

(i) Stenographers and videographers engaged to transcribe or record depositions conducted in this action provided that such individuals agree in writing, in the form attached at Appendix A, to be bound by the terms of this Order; and

(j) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions, provided that such individuals agree in writing, in the form attached at Appendix A, to be bound by the terms of this Order.

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1       8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
2           IN OTHER LITIGATION

3           If a Party is served with a subpoena or a court order issued in other litigation  
4       that compels disclosure of any information or items designated in this Action as  
5       “CONFIDENTIAL,” that Party must:

6              (a) promptly notify in writing the Designating Party. Such notification  
7       shall include a copy of the subpoena or court order;

8              (b) promptly notify in writing the party who caused the subpoena or order  
9       to issue in the other litigation that some or all of the material covered by the  
10      subpoena or order is subject to this Protective Order. Such notification shall include  
11      a copy of this Stipulated Protective Order; and

12              (c) cooperate with respect to all reasonable procedures sought to be  
13       pursued by the Designating Party whose Protected Material may be affected.

14           If the Designating Party timely seeks a protective order, the Party served with  
15       the subpoena or court order shall not produce any information designated in this  
16       action as “CONFIDENTIAL” before a determination by the court from which the  
17       subpoena or order issued, unless the Party has obtained the Designating Party’s  
18       permission. The Designating Party shall bear the burden and expense of seeking  
19       protection in that court of its confidential material and nothing in these provisions  
20       should be construed as authorizing or encouraging a Receiving Party in this Action  
21       to disobey a lawful directive from another court.

22  
23       9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
24           PRODUCED IN THIS LITIGATION

25              (a) The terms of this Order are applicable to information produced by a  
26       Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
27       produced by Non-Parties in connection with this litigation is protected by the  
28       remedies and relief provided by this Order. Nothing in these provisions should be

1 construed as prohibiting a Non-Party from seeking additional protections.

2                 (b) In the event that a Party is required, by a valid discovery request, to  
3 produce a Non-Party's confidential information in its possession, and the Party is  
4 subject to an agreement with the Non-Party not to produce the Non-Party's  
5 confidential information, then the Party will:

6                         (1) promptly notify in writing the Requesting Party and the Non-Party  
7 that some or all of the information requested is subject to a confidentiality  
8 agreement with a Non-Party; (2) promptly provide the Non-Party with a copy of the  
9 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
10 reasonably specific description of the information requested; and

11                         (3) make the information requested available for inspection by the  
12 Non-Party, if requested.

13                 (c) If the Non-Party fails to seek a protective order from this court within  
14 14 days of receiving the notice and accompanying information, the Receiving Party  
15 may produce the Non-Party's confidential information responsive to the discovery  
16 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
17 not produce any information in its possession or control that is subject to the  
18 confidentiality agreement with the Non-Party before a determination by the court.  
19 Absent a court order to the contrary, the Non-Party shall bear the burden and  
20 expense of seeking protection in this court of its Protected Material.

21  
22                 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23                 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
24 Protected Material to any person or in any circumstance not authorized under this  
25 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
26 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
27 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
28 persons to whom unauthorized disclosures were made of all the terms of this Order,

1 and (d) request such person or persons to execute the “Acknowledgment and  
2 Agreement to Be Bound” that is attached hereto as Exhibit A.  
3

4       11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
5       **PROTECTED MATERIAL**

6       When a Producing Party gives notice to Receiving Parties that certain  
7 inadvertently produced material is subject to a claim of privilege or other protection,  
8 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
9 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
10 procedure may be established in an e-discovery order that provides for production  
11 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
12 (e), insofar as the Parties reach an agreement on the effect of disclosure of a  
13 communication or information covered by the attorney-client privilege or work  
14 product protection, the Parties may incorporate their agreement in the stipulated  
15 protective order submitted to the court.

16       12. **MISCELLANEOUS**

17           12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
18 person to seek its modification by the Court in the future.

19           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
20 Protective Order, no Party waives any right it otherwise would have to object to  
21 disclosing or producing any information or item on any ground not addressed in this  
22 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
23 ground to use in evidence of any of the material covered by this Protective Order.

24           12.3 Filing Protected Material. A Party that seeks to file under seal any  
25 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
26 may only be filed under seal pursuant to a court order authorizing the sealing of the  
27 specific Protected Material at issue. If a Party’s request to file Protected Material

1 under seal is denied by the court, then the Receiving Party may file the information  
2 in the public record unless otherwise instructed by the court.

3

4 13. FINAL DISPOSITION

5 After the final disposition of this Action, as defined in paragraph 4, within 60  
6 days of a written request by the Designating Party, each Receiving Party must return  
7 all Protected Material to the Producing Party or destroy such material. As used in  
8 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
9 summaries, and any other format reproducing or capturing any of the Protected  
10 Material. Whether the Protected Material is returned or destroyed, the Receiving  
11 Party must submit a written certification to the Producing Party (and, if not the same  
12 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
13 (by category, where appropriate) all the Protected Material that was returned or  
14 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
15 abstracts, compilations, summaries or any other format reproducing or capturing any  
16 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
17 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
18 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
19 reports, attorney work product, and consultant and expert work product, even if such  
20 materials contain Protected Material. Any such archival copies that contain or  
21 constitute Protected Material remain subject to this Protective Order as set forth in  
22 Section 4 (DURATION).

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14. **VIOLATION**

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions, at the discretion of the Court.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: October 21, 2024

GORDON REES SCULLY  
MANSUKHANI, LLP

By: /s/ Shannon L. Ernster

Courtney C. Hill  
Shannon L. Ernster  
Hela Vaknin  
Attorneys for Defendant  
SENIOR OPERATIONS, LLC

Dated: October 21, 2024

THE LAW OFFICES OF  
JONATHAN A. STIEGLITZ

By: /s/ Jonathan A. Stieglitz

Jonathan A. Stieglitz  
Attorney for Plaintiffs  
B NATALIE GOMEZ, ADVANCED  
WEIGHT LOSS SURGICAL  
ASSOCIATION, AND MINIMALLY  
INVASIVE SURGICAL  
ASSOCIATION

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: October 28, 2024

  
\_\_\_\_\_  
HON. BRIANNA FULLER MIRCHEFF  
United States Magistrate Judge

EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on [date] in the case of *Natalie Gomez, et al. v. Senior Operations, LLC*, Central  
District of California, Case No. 2:23-cv-03889-CBM-BFMx. I agree to comply  
with and to be bound by all the terms of this Stipulated Protective Order and I  
understand and acknowledge that failure to so comply could expose me to sanctions  
and punishment in the nature of contempt. I solemnly promise that I will not  
disclose in any manner any information or item that is subject to this Stipulated  
Protective Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: